Bengaluru Smart Infrastructure Limited

Request for Proposal (RFP)

"Consultancy services for proof checking the Detailed Project Report, Design Adopted, Cost Estimates pertaining to proposed Elevated Corridors in the City of Bengaluru"

O/o Chief Engineer -03
Bengaluru Smart Infrastructure Limited

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Letter of Invitation (Annexed .. Refer KPPP)

INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "DataSheet"will select a firm among those listed in the Letter of Invitation,in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified inthe Data Sheet(theProposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet.When the Assignment includes several phases,the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals.To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bengaluru Smart Infrastructure Limited (B-SMILE) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

In case of company taken over by other company all relevant document should be submitted to prove that both the companies are same.

1.8 It is B-SMILE's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the B-SMILE:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value

to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of B-SMILE, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive B-SMILE of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded B-SMILE-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a B-SMILE -financed contract; and

(e) will have the right to require that, B-SMILE to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by B-SMILE.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/GBA in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet..

1.11 **Eligibility Criteria**

1.11.1 Bidders should have completed a single similar assignment in last 5 years i.e.consultancy service for preparation of **Detailed Project Report (DPR) for a major flyover project of length not less than 5.00 Km, project cost of Rs.470.00cr**. Bidder should submit completion certificate for completing the work satisfactorily issued not below the rank of The Executive Engineer.

1.11.2 Bidders should have minimum average annual turnover of **Rs. 470.00 Lakhs** received only for consultancy service in any two years for last five years. For this bidder must submit annual turnover certificate issued by the registered Chartered Accountant. The value of the turnover shall be given a weightage of 10% per year cumulative to bring them to the price level of the FY in which the tenders are invited.

1.11.3 Any disputes arises shall be resolved based on the terms and conditions of tender document and shall not be considered any of the clause/conditions of other tender documents. Bidders must clarify their doubts during the prebid meeting with the department before submitting the tender.

1.11.4 Bidders should have well established office in Bengaluru.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

i. If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

ii. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

iv. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

v. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position and must be counter signed by head of the organization.

vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii. A description of the methodology and work plan for performing the assignment (Section 3D).

iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (5) years. Self declaration certificate of each key professionals shall be submitted for having accepting the assignment for the project till the completion of work. Failing to submit the self declaration certificate shall be liable for rejection.

vi. Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The **ELECTRONIC** tendering system for the assignment comprises of (i) Technical proposal and (ii) Financial proposal. The proposals must be electronically submitted (online through internet) within the date and time published in the e - procurement portal.

4.2 Each page uploaded pertaining to the consultant's eligibility criteria, essential conditional criteria, financial criteria documents, etc. shall be duly assigned and sealed by the consultant or a person or person's duly authorized to sign on behalf of the consultant. Such authorization shall be indicated by a writing power – of - attorney accompanying the proposal. The corrections, if any, shall be made by striking of and shall be initiated with date.

4.3 No physical documents shall be considered. All the participants shall produce all the original documents for verification whenever necessary.

4.4 The proposals shall contain no alterations or additions, except those to comply with instructions issued by the client that are duly incorporated.

4.5 Any consultancy firm /company trying to submit the proposal after deadline will not be accepted in the e – procurement.

4.6 Financial Proposals will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each

responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non - responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract..

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified

6.5 The negotiations will conclude with are view of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

3. AWARD OF CONTRACT

3.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

3.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

4. CONFIDENTIALITY

4.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

Data Sheet Information to Consultants

Clause Reference

1.1 The name of the Client is: Managing Director
Bengaluru Smart Infrastructure Limited(B-SMILE), Bangalore.

1.2 Any information,submission of proposaland/orallcorrespondencetobesentto
Chief Engineer -03
#108,1st Floor,Annexe-2Building,
N.R.Square,Bengaluru–560002.

1.3 The name,objectives and description of the Assignment are: Consultancy Services for proof checking of DPRs for selected Elevated Corridors in the City of Bengaluru

1.4 A pre-proposal conference will be held: Yes. On **26-12-2025 @ 15.00 Hours** at Office of The Director (Technical), Bengaluru Smart Infrastructure Limited (B-SMILE), 108, 1st Floor, Annexe-2 Building, ,N.R.Square, Bengaluru - 560 002

1.5 Thename(s),address(es),and telephone/numbers of the Client's Official(s) are:Office of The Director(Technical), Bengaluru Smart Infrastructure Limited (B-SMILE), 108, 1st Floor, Annexe-2 Building, N.R.Square, Bengaluru - 560 002

1.6 The Client will provide the following inputs: Detailed Project Report

1.7 The Client envisages the need for continuity for downstream work:No

1.8 The clauses on fraud and corruption in the contractor Sub-Clause2.7.1 of G.C.C.

1.9 Clarifications may be requested up to 26-12-2025 @ 15.00 Hours
The address for requesting clarifications is:Office of The Director (Technical), Bengaluru Smart Infrastructure Limited (B-SMILE), 108, 1st Floor, Annexe-2 Building, GBA, N.R.Square, Bengaluru - 560 002

2.0 Proposals should be submitted in the following language(s):English

i. Shortlisted consultant may associate with other shortlisted consultant:NO.

ii. The estimated number of key professional staff months required for the assignment is: to be furnished by Consultant based on the Scope of Work.

iii. Consultants must have an established office.

iv. Bidders Shall mandatorily upload all the below mentioned registration certificates and bidders shall be disqualified if they failed to upload all or any of the below mentioned registration certificates.

- Company Registration Certificate.
- PAN Registration certificate.
- GST Registration certificate.
- Professional Tax Registration certificate(Form-3).
- Professional Tax Registration certificate(Form-4).
- M.S.M.E(Udhyog adhar)registration certificate.

(Note:-Documentary Proof of Fulfillment of above criteria has to be submitted and all the above registration certificate should be at least 6 months old from the date of notification of this tender).

2.1 Proposals must remain valid till 90 days after the submission date.

2.2 Consultants must submit all details of the proposal to be scanned and submitted through kpp portal only.

2.3 The proposal submission address is: https://kppp.karnataka.gov.in and hard copy of the uploaded documents may be submitted to the office of The Director (Technical),anyway submission of a hard copy of tender document submitted in kpp portal is not compulsory / mandatory.

2.4 Proposals must be submitted not later than the following date and time: As in KPP portal.

2.5 The address to send information to the Client is: Office of The Director (Technical), Bengaluru Smart Infrastructure Limited (B-SMILE), 108, 1st Floor, Annexe-2 Building, GBA N.R.Square, Bengaluru - 560 002

Technical Evaluation Criteria

The technical proposals will be assessed based on the following point system. To be considered technically qualified, a consultant must achieve a **minimum score of 75 marks**.

Sl. No.	Evaluation Criteria	Max Marks	Key Requirements / Remarks
i.	**Specific Experience of the Consultant**	**30**	Relevant experience related to the assignment as per specific tender conditions.
ii.	**Qualification & Competence of Key Staff**	**30**	Evaluation of the expertise and professional background of the Key Professional Staff.
iii.	**Empanelment Certificate**	**30**	Mandatory submission of a valid empanelment certificate.
iv.	**Site Appreciation**	**05**	Understanding of site-specific conditions and project environment.
v.	**Regional Experience & Language**	**05**	Demonstrated proficiency in both **Kannada** and **English**.
	TOTAL SCORE	**100**	

2.1 Evaluation of Key Professional Staff

The qualifications and competence of the **Key Professional Staff** (representing 30% of the overall technical score) will be evaluated based on the following 100-point internal scale:

Sl. No.	Evaluation Criteria	Points	Sub-Criteria Details
(i)	**General Qualifications**	**30**	• Academic background & relevant degrees.• Professional certifications/licenses.• Years of general experience.
(ii)	**Adequacy for the Project**	**60**	• Experience in similar roles/assignments. Technical expertise specific to this scope. Performance on previous complex projects.
(iii)	**Experience in Region & Language**	**10**	• Proficiency in **Kannada** (Local language).Proficiency in **English** (Reporting language). Experience working within the local regulatory framework.
	TOTAL POINTS	**100**	

Following the technical evaluation, the following thresholds and logistics apply for the final selection and project kickoff:

Description	Requirement / Details
Minimum Technical Score	**75 Points** (Consultants scoring below this threshold will not be considered for negotiations).
Negotiation Venue	**Office of The Director (Technical)** Bengaluru Smart Infrastructure Limited (B-SMILE) 108, 1st Floor, Annexe-2 Building, GBA
Expected Commencement	The assignment is expected to commence within **45 days** of the Effective Date.

Section 3. Technical Proposal-Standard Forms

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services,and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity(work)schedule.

3A.TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM:(Name of Consultant)

_____

_____

_____

TO:(Name and Address of Client)

_____

_____

_____

Subject: Consultancy services for proof checking the Detailed Project Report, Design Adopted, Cost Estimates pertaining to proposed Elevated Corridors in the City of Bengaluru

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*],and our Proposal.We are here by submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e.,before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to acceptany Proposal you receive. We remain,

Yours sincerely,

Authorized Signature :

Name and Title of Signatory :

Name of Consultant :

Address: :

3B.CONSULTANT'S REFERENCES

Relevant Services Carried Out in the LastFiveYears That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association,was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No.of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No.of Staff-Months;duration of assignment:</td></tr>
<tr><td>Start Date(Month/Year):</td><td>Completion Date(Month/Year):</td><td>Approx.Value of Services(Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants,ifany:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator,Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name:_____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data,services,and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D.DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E.TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl.No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

3F.FORMAT OF CURRICULUM VITAE(CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:_____

Name of Consultant:_____

Name of Staff:_____

Profession:_____

Date of Birth:_____

Years with Firm/Entity:_____ Nationality:_____

Membership in Professional Societies:_____

_____

Detailed Tasks Assigned:_____

_____

KeyQualifications:

_____

Education:

_____

EmploymentRecord:

_____

Languages:

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me,my qualifications, and my experience.

_____ **Date:**_____

[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member: _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Weeks(in the form of a BarChart) *				
				1	2	3	4	Numberof Months
1.								Subtotal (1)
2.								Subtotal (2)
3.								Subtotal (3)
4.								Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature:_____
*The Schedule should be for the period of completion of assignment(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H.ACTIVITY(WORK)SCHEDULE

A. Field Investigation and Study Items:

		WeekwiseProgram(informofBarChart)++ *[1st,2nd,etc.areWeeksfrom thestartofassignment]*			
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th
	_____				
	_____				
	_____				
	_____				
	_____				

++The Program should be period of completion of assignment.

As in KPP with summary of costs.

4A.FINANCIAL PROPOSAL SUBMISSION FORM

[*Location,Date*]

FROM:(NameofConsultant) TO:(NameandAddressofClient)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: **Consultancy services for proof checking the Detailed Project Report, Design Adopted, Cost Estimates pertaining to proposed Elevated Corridors in the City of Bengaluru**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us,in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

SUMMARY OF COSTS

No.	Description@	Amount (Rupees)
	Remuneration for Key professionalstaff	
I	Supporting Staff	
II	Transportation	
III	Duty Travel to Site	
IV	Office Rent	
V	Office Supplies,Utilities and Communication	
VI	Office Furniture and Equipment	
VII	Reports and Document Printing	
VIII	Surveys	
	TOTAL COST	
	GST	
	TOTAL COSTS (Including GST)	

4C.BREAKDOWN OF COSTS(RS)

REMUNERATION FOR STAFF

No.	Position	Name	Rate*(Rs.)	Amount(Rs)
1.				
2.				
3.				
4.				
5.				
6.				
	Sub-Total			
	TOTAL			

II.Support Staff

No.	Position	Name	Staff Months	Rate*(Rs)	Amount(Rs)
1 2 3 4					
				Total:	

III Transportation

Total:

IV. Duty Travel to Site Total:

V. Office Rent Total:

VI. Office Supplies, Utilities and Communication

No. Item	Item*	Months	Monthly Rate(Rs)	Amountin(Rs)
1. 2. 3. 4.				

TOTAL: ----------

VII. Office Furniture and Equipment

No.	Description(*)	Unit	Quantity	Rate (Rs)	Amount (Rs)
	Office Furniture				
1					
2					
3					
4					
5					
6					
	Office Equipment				
1					
2					
3					
4					
5					
6					
				Total	

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IX. Topographical Surveys

SECTION –V

TERMS OF REFERENCE

1. BACKGROUND

2. DESCRIPTION OF ASSIGNMENT

3. DETAILED SCOPE OF SERVICES

4. REPORTS,TIME SCHEDULE AND PAYMENT SCHEDULE

1. **BACKGROUND:**B-SMILE (Bengaluru Smart Infrastructure Limited), "The Client", is a Karnataka government entity created as a Special Purpose Vehicle (SPV) to fund and execute major infrastructure projects in Bengaluru, like tunnel roads and flyovers, with a focus on accelerating urban development. B-SMILE aims to streamline large projects, combining state funds with private investment for initiatives beyond daily work, improving city mobility. In view of this, B-SMILE is desirous of obtaining •

"Consultancy services for proof checking the Detailed Project Report, Design Adopted, Cost Estimates pertaining to proposed Elevated Corridors in the City of Bengaluru"

2. **Detailed Scope of Work**

I. Detailed Review of the DPR as per applicable Design Standards and actual site conditions, including but not limited to the following:

i Review of Plan & Profile drawings.

ii Review of TCS and TCS schedules.

iii Review of Junction Drawings as per traffic circulations.

iv Review of Structure GADs and Pier arrangement layout drawings

II. Review of the Cost Estimates and Optimisation of the same

III. Preparation of EPC Tender Documents

3. **Deliverables**

I. Draft Review Report including Draft Cost Estimates – D + 2 weeks

II. Final Review Report including Final Cost Estimates and Draft EPC Tender Documents – D + 4 weeks

III. Final EPC Tender Documents – D + 5 weeks

(D : Date of Receipt of Letter of Award)

4. **Key Professional**

Key Professionals for the project required are as follows:

Sl. No.	Designation	Minimum Qualification	Required Personnel	Experience
1	Team Leader	ME/M Tech in Structural Engineering	1	25 Years
2	Senior Structural Engineer	BE Civil Engineering	1	15 Years
3	Senior Highway Engineer	BE Civil Engineering	1	15 Years
4	Senior Geotechnical Engineer	ME/M Tech in Geotechnical Engineering	1	15 Years
5	Senior Quantity Surveyor	BE Civil Engineering	1	15 Years

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

Between

[Name of Client]

and

[Name of Consultants]

Dated:

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I. FORM OF CONTRACT

This **CONTRACT** (hereinafter called the "Contract") is made the _____ day of the month of _____**, 20**, between, on the one hand, **[Name of Client]** (hereinafter called the "Client") and, on the other hand, **[Name of Consultant]** (hereinafter called the "Consultants").

Note: If the Consultants consist of more than one entity, the above should be amended to read: *"…between [Name of Client] (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, [Name of Member] and [Name of Member] (hereinafter called the "Consultants")."*

WHEREAS:

(a) The **Client** has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) The **Consultants**, having represented to the Client that they have the required professional skills, personnel, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. **Contract Documents** The following documents attached hereto shall be deemed to form an integral part of this Contract:
   - **(a)** The General Conditions of Contract (GC);
   - **(b)** The Special Conditions of Contract (SC);
   - **(c)** The following Appendices:
     - **Appendix A:** Description of the Services
     - **Appendix B:** Reporting Requirements
     - **Appendix C:** Key Personnel and Sub-consultants
     - **Appendix D:** Services and Facilities to be provided by the Client
     - **Appendix E:** Breakdown of Contract Price
     - **Appendix F:** Form of Guarantee for Advance Payments

   (Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix.)

2. **Mutual Rights and Obligations** The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   - **(a)** The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
   - **(b)** The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By: _____ *(Authorized Representative)*

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By: _____ *(Authorized Representative)*

Note: If the Consultants consist of more than one entity, all members must sign as follows:

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of Member] By: _____ *(Authorized Representative)*

[Name of Member] By: _____ *(Authorized Representative)*

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- **(a) "Applicable Law":** The laws and any other instruments having the force of law in **India**.
- **(b) "Contract":** The signed agreement including these GC, the SC, and all Appendices.
- **(c) "Effective Date":** The date the Contract comes into force (pursuant to Clause GC 2.1).
- **(d) "Contract Price":** The price to be paid for the Services (pursuant to Clause 6).
- **(e) "GC":** These General Conditions of Contract.
- **(f) "Government":** The Government of **Karnataka**.
- **(g) "Local Currency":** Indian Rupee (INR).
- **(h) "Member":** Any entity within a joint venture. **"Member in Charge"** is the entity specified in the SC to act on the joint venture's behalf.
- **(i) "Personnel":** Persons hired by the Consultants or Sub-consultants for the Services.
- **(j) "Services":** The work to be performed by the Consultants
- **(k) "Sub-consultant":** Any entity to which the Consultants subcontract part of the Services.

1.2 Law Governing the Contract This Contract shall be governed by and interpreted in accordance with the **Applicable Law of India**.

1.3 Language This Contract is executed in **English**, which shall be the binding and controlling language for all matters of interpretation.

1.4 Notices Notices must be in writing. They are deemed delivered when handed to an authorized representative or sent via registered mail, telex, telegram, or facsimile to the address specified in the **SC**.

1.5 Location Services shall be performed at locations specified in Notification. If not specified, at locations approved by the Client.

1.6 Authorized Representatives Any action or document required under this Contract may be executed by the officials specified in the **SC**.

1.7 Taxes and Duties The Consultants and Personnel are responsible for all taxes, duties, and fees levied under Applicable Law. These costs are **deemed to be included** in the Contract Price.

2. COMMENCEMENT, COMPLETION, AND TERMINATION

2.1 Effectiveness of Contract The Contract becomes effective on the date of signing or a later date specified in the **SC**.

2.2 Commencement of Services Consultants must begin work within **date specified in KPP** of the Effective Date.

2.3 Expiration of Contract Unless terminated earlier, the Contract terminates at the end of the time period specified in the **SC**.

2.4 Modification Any modification of terms, scope, or price may **only** be made via written agreement.

2.5 Force Majeure

- **2.5.1 Definition:** An event beyond the reasonable control of a Party making performance impossible or impractical.
- **2.5.2 No Breach:** Performance failure is not a breach if caused by Force Majeure, provided the affected Party took reasonable precautions and informed the other Party promptly.
- **2.5.3 Extension of Time:** Deadlines shall be extended by a period equal to the duration of the Force Majeure.
- **2.5.4 Payments:** Consultants remain entitled to payment and reimbursement for additional costs incurred during the Force Majeure period.

2.6 Suspension The Client may suspend all payments if the Consultants fail to perform obligations. The Client must provide written notice specifying the failure and allow **thirty (30) days** for the Consultants to remedy it.

2.7 Termination

- **2.7.1 By Client:** May terminate if Consultants: (a) Fail to remedy a breach within 30 days; (b) Become insolvent; (c) Experience Force Majeure > 45 days; (d) Engage in corrupt/fraudulent practices; (e) At Client's sole discretion.
- **2.7.2 By Consultants:** May terminate if Client: (a) Fails to pay undisputed sums within 45 days of notice; (b) Is in material breach; (c) Experience Force Majeure > 60 days.
- **2.7.5 Payment upon Termination:** Client shall pay for Services satisfactorily performed and (unless terminated for Consultant's default) reasonable termination costs.

---

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General Standard Consultants shall act as faithful advisers to the Client, employing sound management practices and advanced technology with all due diligence and efficiency.

3.2 Conflict of Interests Consultants shall not receive any trade commissions or discounts. They (and their affiliates) are disqualified from providing goods or works resulting from these Services.

3.3 Confidentiality Proprietary information must not be disclosed during the term or within **two (2) years** after expiration without Client consent.

3.4 Insurance Consultants must maintain insurance at their own cost as specified in the **SC**.

3.5 Prior Approval Written approval is required before: (a) Subcontracting; (b) Appointing Personnel not listed in Appendix C; (c) Actions specified in the **SC**.

3.7 Ownership of Documents All plans, drawings, and reports submitted become the **property of the Client**. Consultants may retain copies but must adhere to restrictions in the **SC**.

4. PERSONNEL AND SUB-CONSULTANTS

Key Personnel listed in Appendix C are approved. Replacements are only permitted for reasons beyond the Consultant's control and must be of **equivalent or better qualifications**. The Client may also request removal of any Personnel for misconduct or poor performance.

5. OBLIGATIONS OF THE CLIENT

The Client shall provide assistance with government permits and instructions (5.1) and provide the services and facilities described in **Appendix D** free of charge (5.2).

6. PAYMENT TO THE CONSULTANTS

- **6.1 Lump Sum:** The total remuneration is a fixed lump sum including all costs.
- **6.5 Interest:** If payment is delayed beyond 15 days of the due date, interest shall be paid at the rate stated in the **SC**.

7. SETTLEMENT OF DISPUTES

Parties shall seek **amicable settlement** for 30 days. If unsuccessful, disputes shall be settled according to the procedures specified in the **SC**.

I. SPECIALCONDITIONS OFCONTRACT

Number of GC Clause *	Amendments of ,and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is_____].

[1.4.1 The addresses are:

Client :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

Consultants :_____

_____

_____

Attention :_____

Telex :_____

Facsimile :_____

E-mail :----------

[Note[1]:Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) In the case of personal delivery or registered mail, on delivery;

(b) In the case of telexes/e-mail,24hours following confirmed transmission;

(c) In the case of telegrams, 24hours following confirmed transmission;and

(d) In the case of facsimiles,24hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client :

_____FortheConsultant

: _____

[1.7.1The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2However the Consultancy Services tax payable for this Consultancy Services shall be paid/reimbursed by the Client separately.]

[1]*All Notes should be deleted in the Final Text*

The date on which this Contract shall come into effect is:

[2.2 The time period shall be 45.days or such other time period as the parties may agree in writing]

[2.3 The period shall be_____

[3.4 The risks and the coverages shallbe:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988,in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as,with respect to such Personnel, any such life, health, accident,travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i)equipment purchased in whole or in part with funds provided under this Contract,(ii) the Consultants' property used in the performance of the Services,and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*]

[3.5 (c) ***Note**: Delete where not applicable.*]

The other actions are_____.]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note:List here any changes or additions to Clause GC5.1If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 TheamountofContractisRs._____.

[6.4 The account is.....]

Payments shall be made according to the following schedule:

a) 25% of contract amount shall be payable on submission of Initial report including study of Alignment and drawings in the DPRs.

b) 50% of contract amount shall be payable on submission of report on designs adopted and cost estimates of DPRs.

c) 25% of contract amount shall be payable on submission of final report

[6.5 Payment shall be processed within 15days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 30 days in the case of the final payment.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions-**Deleted**

1.1.1 ~~SelectionofArbitrators:~~

~~EachdisputesubmittedbyaPartytoarbitrationshallbeheardbyasolearbitratororanarbitrationpanelcomposed of three arbitrators, in accordance with the following provisions:~~

(a) ~~Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitratoror,failingagreementontheidentityofsuchsolearbitratorwithinthirty(30)daysafter receipt by the other Party of the proposal of a name for such an appointment by the Party who initiatedtheproceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi,fora listofnotfewerthanfivenomineesand,onreceiptofsuchlist,thePartiesshallalternatelystrike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute.If the last remaining nominee has not been determined in this manner within sixty (60)days ofthedate ofthelist,thePresident,InstitutionofEngineersIndia*,NewDelhi,shallappoint, upontherequest of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.~~

(b) ~~WherethePartiesdonotagreethatthedisputeconcernsatechnicalmatter,theClientandtheConsultants~~ shall ~~each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel.If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named bythe Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by B-SMILEBangalore.~~

(c) ~~If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) daysaftertheotherPartyhasappointeditsarbitrator,thePartywhichhasnamedanarbitratormayapply totheSecretary,IndianCouncilofArbitration,NewDelhi,toappointasolearbitratorforthe matterin dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.~~

\ [1]Modifyappropriately.

*InsertPresidentIndianRoadsCongress(forroadsandbridge works) oranyotherappropriateInstitution (for other type of consultancies)

~~7.2.1 RulesofProcedure~~

~~Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration &ConciliationAct 1996, of India.~~

~~7.2.2 SubstituteArbitrators~~

~~If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the samemanner as the original arbitrator.~~

~~7.2.3 QualificationsofArbitrators~~

~~The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1hereof shall be a nationally recognized legal or technical expert with extensive experience in relation tothe matter in dispute.~~

~~7.2.4 Miscellaneous~~

~~Inanyarbitrationproceeding hereunder:~~

~~(a) proceedingsshall, unlessotherwiseagreedbytheParties,beheldinBangalore.~~

~~(b) thedecisionofthe sole arbitrator or ofamajorityofthe arbitrators (or ofthe third arbitrator ifthere is no such majority) shall be final and binding and shall be enforceable in any court ofcompetent jurisdiction, and the Parties hereby waive any objections to or claims of immunityin respect of such enforcement.~~

II. APPENDICES

Appendix Reference	Title of Appendix	Primary Content / Purpose
Appendix A	Description of the Services	Scope of work, specific tasks, and project deliverables.
Appendix B	Reporting Requirements	Schedules, formats, and frequency of progress updates.
Appendix C	Key Personnel and Sub-consultants	Identification of the core team and approved third-party partners.
Appendix D	Services and Facilities	Resources and infrastructure provided by the Client for project support.
Appendix E	Breakdown of Contract Price	Itemized financial costs and payment schedules in Indian Rupees (INR).

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with the Applicable Stamp Act, if any)

Ref: _____

Bank Guarantee No: _____

Date: _____

To: [Name of Client] [Address of Client] Dear Sir,

1. CONTRACT DETAILS In consideration of **M/s. [Name of Client]** (hereinafter referred to as the **"Client"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns) having awarded to **M/s. [Name of Consultant]** (hereinafter referred to as the **"Consultant"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), a contract by issue of Client's **Contract Agreement No. [Number]** dated **[Date]** (hereinafter called the **"Contract"**) for **[Scope of Work]** valued at **[Contract Amount]**, and the same having been unequivocally accepted by the Consultant;

2. ADVANCE PAYMENT And whereas the Client has agreed to make an **advance payment** to the Consultant for the performance of the above Contract amounting to **[Amount in figures]** (**[Amount in words]**) as an advance against a Bank Guarantee to be furnished by the Consultant.

3. GUARANTEE AND UNDERTAKING We, **[Name of the Bank]**, having its Head Office at **[Full Address of Bank]** (hereinafter referred to as the **"Bank"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or all monies payable by the Consultant to the extent of the aforesaid amount at any time up to **[Expiry Date]**, without any demur, reservation, contest, recourse, or protest and/or without any reference to the Consultant.

4. BINDING NATURE Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator, or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

5. LIBERTY OF THE CLIENT The Client shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty to postpone the exercise of any powers or rights against the Consultant and either to enforce or to forebear to enforce any covenants contained in the Contract. The Bank shall not be relieved of its obligations by any such exercise by the Client or by reason of any other act of forbearance, omission, or indulgence shown by the Client.

6. PRINCIPAL DEBTOR The Bank also agrees that the Client, at its option, shall be entitled to enforce this Guarantee against the Bank as a **principal debtor** in the first instance, without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may hold.

7. LIMITATION OF LIABILITY Notwithstanding anything contained hereinabove, our liability under this guarantee is limited to **[Amount]** and it shall remain in force up to and including **[Expiry Date]**, and shall be extended from time to time for such period (not exceeding one year) as may be desired by **M/s. [Name of Consultant]** on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20____ at _____

WITNESS:

(Signature) Name: _____

Official Address: _____

FOR THE BANK:

(Signature) Name: _____

Designation: _____

(With Bank Stamp)

Attorney as per Power of Attorney No: _____

Dated: _____

Note: The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

DISCLAIMER

The information contained in this Bid document / Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid document and such other terms and

conditions subject to which such information is provided. This Bid document is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the B-SMILE in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this id document. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [*Technical Specification* & *Scope of Work*], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources. Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The B-SMILE accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The B-SMILE, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way for participation in this BID Stage. The B-SMILE also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document. The B-SMILE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid document. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the B-SMILE or any other costs incurred in connection with or relating to its BID.